

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Vachris, et al

Attorney Docket No:

Serial No.: 08/926,277

Examiner: Rosenberger, Richard A.

Filed: September 5, 1997

Group Art Unit: 2877

For: RELIEF OBJECT IMAGE GENERATOR

**REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEY
AND CHANGE OF MAILING ADDRESS**

Assistant Commissioner for Patents
Washington, DC 20231

Dear Sir:

The undersigned, the current owner of the above application, hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified application and hereby appoints Randall L. Reed registration number 31,559 as its patent attorney of record with full power of substitution and revocation to prosecute this application and to transact all business in the United States Patent and Trademark Office with respect to this application. This appointment is to be to the exclusion of the inventors and their attorneys in accordance with 37 CFR § 3.71.

Please change the correspondence address to:

Randall L. Reed
Levin and Hawes, LLP
384 Forest Ave., Suite 13
Laguna Beach, CA 92688

Chain of Title

The inventors Paul F. Vachirs and Ronald S. Smith by assignment dated February 10, 1998 and recorded on February 19, 1998 at reel 8988 and frame 0269 in the USPTO conveyed all right title and interest in and to this application, the Relief Object Image Generator application serial number 08/926,277 filed September 5, 1997, to XL Vision, Inc.

Serial # 08/926,277
Filed September 5, 1997
Change of POA

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XL Vision, Inc. in turn, on or about March 1, 1999, conveyed all right title and interest in and to this application to Who? Vision Systems, Inc., 10305 102nd Terrace, Sebastian, Florida, 32958, by assignment attached hereto and marked Exhibit A.

On June 26, 2000, XL Vision, Inc., changed its name to Ethentica, Inc. as evidenced by a Certificate of Amendment filed with the Delaware Secretary of State. Said Certificate of Amendment is attached hereto and marked as Exhibit B.

On May 22, 2001, Ethentica, Inc. filed a petition under Chapter 11 of the United States Bankruptcy Code, Case No. SA 01-14523 JB, United States Bankruptcy Court, Central District of California, Santa Ana, Division. On February 7, 2002, Ethentica, Inc. entered into an Asset Purchase Agreement to sell substantially all of its assets to Topspin Partners, LP. Included in the assets for sale was all of the intellectual property of Ethentica, Inc., including but not limited to all patent and trademark applications, issued patents and/or registered trademarks. Schedule 5 of the Asset Purchase Agreement, relating to the intellectual property assets being sold by Ethentica, Inc., is attached hereto and marked as Exhibit C On February 13, 2002, the bankruptcy court approved the sale of all of the assets as set forth in the agreement of sale between Topspin Partners, LP and Ethentica, Inc. Attached hereto and marked Exhibit D is the order of the bankruptcy court dated February 13, 2002 and executed by Judge James N. Barr.

On February 22, 2002, Topspin Partners, LP, assigned all of its right title and interest to the Asset Purchase Agreement dated February 7, 2002 by and between Topspin Partners, LP and Ethentica, Inc., to Security First Corp. A copy of said Assignment is attached and marked as Exhibit E. Concurrently therewith, Ethentica, Inc., did in fact sell all of its assets to Security First Corp. A copy of said Bill of Sale is attached hereto and marked as Exhibit F. Particular reference is directed to paragraph 1.(e) of said Bill of Sale.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC § 1001, and that willful, false statements may jeopardize the validity of

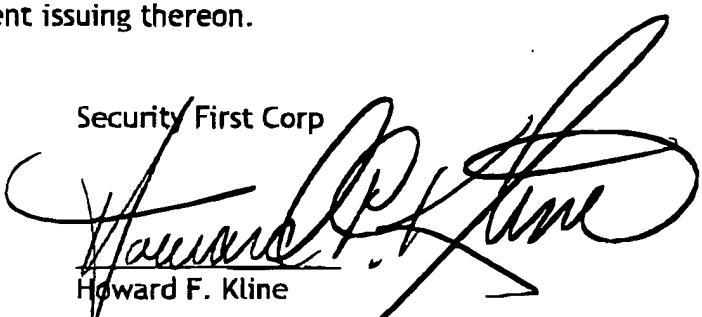
Serial # 08/926,277
Filed September 5, 1997
Change of POA

3

the application, or any patent issuing thereon.

Date: 4/7/03

Security First Corp


Howard F. Kline

Title: Vice President and
General Counsel

Address: 22362 Gilberto, Suite 130
Rancho Santa Margarita, CA 92688

FAX RECEIVED
MAY 19 2003
TECHNOLOGY CENTER 2000

FORM PTO-1535 (Modified)
(Rev. 6-93)
GPO: 0551-0011 (exp. 4/94)
Cop. right 1994-07 LegalStar
POB#2EV02

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

Tab settings → → → ↓

↓ ↓ ↓ ↓

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

XL Vision, Inc.

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: March 1, 1999

2. Name and address of receiving party(ies):

Name: Who? Vision Systems, Inc.

Internal Address: _____

Street Address: 10305 102nd Terrace

City: Sebastian State: FL ZIP: 32958

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/926,277; 09/066,625

09/126,543;

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MORRIS, MANNING & MARTIN, LLP

Internal Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00

 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account

8. Deposit account number:

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Lockman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

FAX

MAY 19 2003

TECHNOLOGY CENTER 2800

**ASSIGNMENT OF INVENTION AND
PATENTS THEREON**

WHEREAS, XL Vision, Inc. is the owner by assignment of the following U.S. Patent Applications

| <u>Serial No.</u> | <u>Title</u> | <u>Filing Date</u> |
|-------------------|--|--------------------|
| 08/926,277 | Relief Object Image Generator | September 5, 1997 |
| 09/126,543 | Method and System for Controlling Access to Conferences Conducted Over an Open Network Using a Relief Object Image Generator | July 30, 1998 |
| 09/066,625 | Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | April 24, 1998 |

WHEREAS, Who? Vision Systems, Inc., a Delaware corporation having a principal place of business at 10305 102nd Terrace, Sebastian, in the State of Florida 32958, desires to acquire the entire interest in and to the subject matter disclosed in said applications and in and to all patents issued or to be issued thereon.

NOW, THEREFORE, to all whom it may concern, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said Who? Vision Systems, Inc., its successors and assigns, my entire right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, and extensions thereof; and all Letters Patent Domestic and Foreign issued or to be obtained thereon, including all rights and interests with priority rights under 35 U.S.C. §111(b), the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, European Patent Convention, Common Market Convention, or any other Convention or Union for each country of said Convention or Union and all divisions, reissues, substitutions, continuations, and extensions thereof; and I do hereby authorize and request the Commissioner of Patents to issue the Letters Patent granted on any application and all future patents granted upon the subject matter disclosed therein to the above named Assignee, its legal representatives and assigns.

Witness my hand this 1 day of March, 1999.

XL VISION, INC.

STATE OF Florida)
) ss:
COUNTY OF Indian River)

On this 1 day of March, 1999, before me personally appeared Gregory W. Howell, to me known and known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed and who executed the same for the uses and purposes therein specified.

(SEAL)



Notary Public

Kathleen Lees
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TECHNOLOGY CENTER 2000

Assignor: **XL VISION, INC.**

Assignee: **Who? Vision Systems, Inc.**

Serial Nos.: 08/926,277; 09/126,543; and 09/066,625

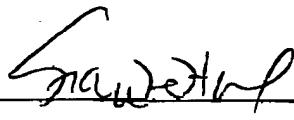
MMM Refs: 8976-19259; 8976-22190; and 8976-20146 (respectively)

E N C L O S U R E S: Recordation Form Cover Sheet; Assignment (executed); a check
in the amount of \$120.00 (\$40/document); and return postcard.

Date of Deposit in U.S. Mail: April 22, 1999

I HEREBY CERTIFY THAT THE ENCLOSURES AND FEES ARE BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE
AS FIRST CLASS MAIL UNDER 37 CFR 1.8 ON THE DATE INDICATED ABOVE AND IS IN AN ENVELOPE ADDRESSED TO
ASSISTANT COMMISSIONER FOR PATENTS, BOX ASSIGNMENT, Washington, D.C. 20231.

H. Le Giap
Name (Printed or Typed)


Signature

FAX RECEIVED
MAY 19 2003
TECHNOLOGY CENTER 2000

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND WITH A VOID FEATURE
MORRIS, MANNING & MARTIN, L.L.P.

GENERAL ACCOUNT
 1600 ATLANTA FINANCIAL CENTER
 3343 PEACHTREE ROAD, N.E.
 ATLANTA, GEORGIA 30328
 (404) 233-7000

WACHOVIA BANK OF GEORGIA, N.A.
 ATLANTA, GEORGIA

103635

641/610

NUMBER

PAY ONE HUNDRED TWENTY AND 00/100 DOLLARS

TO THE
 ORDER OF

DATE
 March 16, 1999

AMOUNT
 ****120.00

Commissioner of Patents
 and Trademarks

TWO SIGNATURES REQUIRED IF OVER \$10,000
 VOID 90 DAYS AFTER DATE OF ISSUE

Cynthia Hawes
 AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW
 "103635" 10610000101 13 102 192"

FAX RECEIVED

MAY 19 2003

TECHNOLOGY CENTER 2160

JUN. 26. 2000 1:17PM

NO. 001 P.2/3

**CERTIFICATE OF AMENDMENT
to the
CERTIFICATE OF INCORPORATION
of
WHO? VISION SYSTEMS, INC.**

Who? Vision Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

FIRST: That by written consent of the board of directors dated June 11, 2000 a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Company, declaring said amendment to be advisable and calling for consideration of said proposed amendment by the stockholders of the Company entitled to vote. The resolution setting forth the amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Company be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

ARTICLE I. The name of the corporation is Etherica, Inc.

SECOND: That, pursuant to the resolution of the board of directors, the proposed amendment was approved by a majority of the stockholders of the Company entitled to vote by written consent dated June 26, 2000.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed on this 26th, day of June, 2000

WHO? VISION SYSTEMS, INC.

By: /s/ John Van Zandt
John Van Zandt, Vice President

Exhibit A to Amended Certificate of Incorporation - Name Change

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 06/26/2000
001324598 - 2773257

JUN. 26, 2000 1:17PM

NO. 001 P.2/3

**CERTIFICATE OF AMENDMENT
to the
CERTIFICATE OF INCORPORATION
of
WHO? VISION SYSTEMS, INC.**

Who? Vision Systems, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify:

FIRST: That by written consent of the board of directors dated June 11, 2000 a resolution was duly adopted setting forth a proposed amendment to the Certificate of Incorporation of the Company, declaring said amendment to be advisable and calling for consideration of said proposed amendment by the stockholders of the Company entitled to vote. The resolution setting forth the amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Company be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

ARTICLE I. The name of the corporation is Ethentica, Inc.

SECOND: That, pursuant to the resolution of the board of directors, the proposed amendment was approved by a majority of the stockholders of the Company entitled to vote by written consent dated June 26, 2000.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed on this 26th, day of June, 2000

WHO? VISION SYSTEMS, INC.

By: John Van Zandt
John Van Zandt, Vice President

File#001/who?visionchartercorporation cert of incorporation name change

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 06/26/2000
001324598 - 2773257

SCHEDULE 5ETHENTICA PATENT LIST

| Title | Jurisdiction | Application No. |
|--|---------------------------|-----------------|
| Relief Object Sensor Adaptor | United States of America | 09/435,011 |
| Imaging Device for Relief Object and System and Method of Using the Image Device | Patent Cooperation Treaty | US00/11544 |
| Imaging Device for Relief Object and System and Method of Using the Image Device | United States of America | 09/558,634 |
| Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading | Patent Cooperation Treaty | US00/09008 |
| Planar Optical Image Sensor and System for Generating an Electronic Image of a Relief Object for Fingerprint Reading | United States of America | 09/477,943 |
| Biometric Sensor | United States of America | 09/804,683 |
| Biometric Sensor | Patent Cooperation Treaty | US01/07360 |
| Biometric Sensor | United States of America | 09/804,684 |
| Server-Side Implementation of a Cryptographic System | United States of America | 09/666,519 |
| Trust Arbitrage in Cryptographic Authentication | Patent Cooperation Treaty | US00/25754 |
| Trust Arbitrage in Cryptographic Authentication | United States of America | 09,653,756 |
| Cryptographic Server with Provisions for Interoperability between Cryptographic Systems | Patent Cooperation Treaty | US/25816 |
| Cryptographic Server with Provisions for Interoperability between Cryptographic Systems | United States of America | 09,666,647 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Australia | 15976/99 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Canada | 2309956 |

| Title | Jurisdiction | Application No. |
|--|---------------------------|-----------------|
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | China | 98813272.9 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | European Patent Office | 98960366.7 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Japan | 2000-522552 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Korea, Republic of | 2000-7005708 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Malaysia | P19805367 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Philippines | 1-1998-03107 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Russian Federation | |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | South Africa | 98/10848 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Taiwan | 87119646 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | Thailand | 047395 |
| Method and System for Computer Access and Cursor Control Using a Relief Object Image Generator | United States of America | 09/066,625 |
| Electronic Commerce with Cryptographic Authentication | Patent Cooperation Treaty | US00/25814 |

| Title | Jurisdiction | Application No. |
|---|---------------------------|-----------------|
| Electronic Commerce with Cryptographic Authentication | United States of America | 09/666,378 |
| Electroluminescent Fingerprint Apparatus and Method | European Patent Office | 98930210.4 |
| Relief Object Image Generator | Australia | 92129/98 |
| Relief Object Image Generator | Canada | 2301621 |
| Relief Object Image Generator | China | 98813678.3 |
| Relief Object Image Generator | European Patent Office | 98944629.9 |
| Relief Object Image Generator | Japan | 2000-510374 |
| Relief Object Image Generator | Korea, Republic of | 2000-7002590 |
| Relief Object Image Generator | Malaysia | P19804058 |
| Relief Object Image Generator | Philippines | 1-1998-02275 |
| Relief Object Image Generator | South Africa | 97/11538 |
| Relief Object Image Generator | Taiwan | 86118101 |
| Relief Object Image Generator | Thailand | 045825 |
| Integrated Oled Backlight for Planar Optical Contact Fingerprint Sensor | United States of America | 60/244,759 |
| Biometric Sensor | United States of America | 29/132,771 |
| System and Method of Lighting a Biometric Sensor | United States of America | 60/234,635 |
| Context Sensitive Dynamic Authentication in a Cryptographic System | Patent Cooperation Treaty | US00/25748 |
| Context Sensitive Dynamic Authentication in a Cryptographic System | United States of America | 09/666,377 |
| Electroluminescent Fingerprint Apparatus and Method | United States of America | 09/833,154 |
| Relief Object Image Generator | United States of America | 08/926,277 |

Exhibit 1Date 46

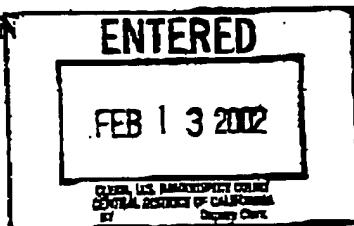
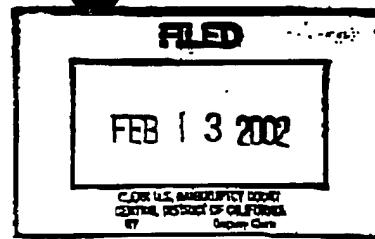
| Title | Jurisdiction | Application No. |
|---|--------------------------|-----------------|
| Electroluminescent Fingerprint Apparatus and Method | United States of America | 09/401,430 |
| Ethentica | China | 2001011598 |
| Ethentica | European Community | 2047157 |
| Ethentica | Hong Kong | 200102145 |
| Ethentica | Japan | 2001-003640 |
| Ethentica | Korea, South | 41-2001-1027 |
| Ethentica | Norway | 200101094 |
| Ethentica | Switzerland | 00574/2001 |
| Ethentica | Taiwan | 90001831 |
| Ethentica | United States of America | 76/094,544 |
| Ethenticate | United States of America | 76/094,507 |
| Ethentication | United States of America | 76/094,508 |
| Ethenticator | China | 2001011599 |
| Ethenticator | European Community | 2047363 |
| Ethenticator | Hong Kong | 2001/02146 |
| Ethenticator | Japan | 2001-003638 |
| Ethenticator | Korea, South | 40-2001-2363 |
| Ethenticator | Norway | 200101095 |
| Ethenticator | Switzerland | 00575/2001 |
| Ethenticator | Taiwan | 90001829 |
| Ethenticator | United States of America | 76/094,529 |
| Securing Your Digital World | China | 2001011597 |
| Securing Your Digital World | European Community | 2046613 |
| Securing Your Digital World | Hong Kong | 2001/02144 |

Exhibit

| Title | Jurisdiction | Application No. |
|-----------------------------|-----------------------------|-----------------|
| Securing Your Digital World | Japan | 2001-003639 |
| Securing Your Digital World | Korea, South | 41-2001-1026 |
| Securing Your Digital World | Norway | 200101093 |
| Securing Your Digital World | Switzerland | 00573/2001 |
| Securing Your Digital World | Taiwan | 90001830 |
| Securing Your Digital World | United States of America .. | 76/094,502 |
| Tactilesense | Australia | 823409 |
| Tactilesense | Brazil | 822449021 |
| Tactilesense | Canada | 1,046,224 |
| Tactilesense | China | 200016801 |
| Tactilesense | European Community | 1,503,176 |
| Tactilesense | Hong Kong | 2000/02655 |
| Tactilesense | Japan | 2000-11133 |
| Tactilesense | Korea, South | 40-2000-5967 |
| Tactilesense | Mexico | 410,635 |
| Tactilesense | Taiwan | 89007131 |
| Tactilesense | United States of America | 75/775,899 |

Exhibit 1Page 48

1 MARC J. WINTHROP - State Bar No. 63218
2 RICHARD H. GOLUBOW - State Bar No. 160434
3 CHARLES LIU - State Bar No. 190513
4 **WINTHROP COUCHOT**
5 **PROFESSIONAL CORPORATION**
6 3 Civic Plaza, Suite 280
7 Newport Beach, CA 92660
8 Telephone: (949) 720-4100
9 Facsimile: (949) 720-4111
10 General Insolvency Counsel to
11 Debtor and Debtor-in-Possession



**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

13 In re
14 ETHENTICA, INC., a Delaware
15 corporation, fdba Who? Vision Systems,
 Inc.

Case No.: SA 01-14523 JB

Chapter 11. Proceeding

[PROPOSED] ORDER APPROVING:

- (1) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. § 363; AND
 - (2) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

DATE: February 13, 2002
TIME: 10:00 a.m.
PLACE: Courtroom 6D
411 West Fourth Street
Santa Ana, CA 92701

1 On December 17, 2001, February 4, 2002 and February 13, 2002 at 10:00 a.m. this Court
2 conducted a hearing (the "Sale Hearings") on the motion filed by Ethentica, Inc., the debtor and
3 debtor-in-possession herein ("Ethentica" or the "Debtor"), captioned "(1) the Sale of Substantially
4 All of the Debtor's Assets Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C.
5 § 563, and (2) Assumption and Assignment of Executory Contracts and Unexpired Leases" (the
6 "Sale and Assignment Motion").

7 The Debtor appeared by and through its general insolvency counsel, Richard H. Golubow
8 of Winthrop Couchot Professional Corporation. Topspin Partners, L.P. (Topspin Partners or its
9 designee are referred to as the "Buyer") appeared by and through its counsel, Alan C. Ederer of
10 Westerman Ball Ederer Miller & Sharfstein, LLP. Other appearances are as reflected on the
11 record of the Court.

12 This Court reviewed the Sale and Assignment Motion, the Memorandum of Points and
13 Authorities, the evidence submitted by the Debtor, other declarations filed in connection with the
14 Sale and Assignment Motion, the evidentiary objections thereto, various oppositions and
15 objections to the Sale and Assignment Motion, and replies to same, and the record of this case.
16 The Court further entertained argument and representations of counsel at the hearing on the Sale
17 and Assignment Motion.

18 Accordingly, for the reasons stated on the record and good cause appearing therefor,
19 **IT IS HEREBY ORDERED THAT:**

- 20 1. Except as otherwise provided herein, the Sale and Assignment Motion is granted in
21 all respects and any objection to the Sale and Assignment Motion is overruled in its entirety.
- 22 2. The notice and opportunity for hearing given with respect to the Sale and
23 Assignment Motion and the Sale Hearings were "appropriate in the particular circumstances"-
24 within the meaning of section 102(1)(A) of the Bankruptcy Code.
- 25 3. The Asset Purchase Agreement between the Debtor and Buyer dated as of February
26 7, 2002, in the form attached hereto at Exhibit "1" (the "Asset Purchase Agreement"), is approved
27

28

1 in all respects and (a) the sale of the Assets¹ is approved and authorized under section 363 of
2 Bankruptcy Code, and (b) the assumption and assignment of the Assigned Contracts is approved
3 and authorized under section 365 of the Bankruptcy Code.

4 4. The Debtor is authorized, directed and empowered to execute, deliver and perform
5 the Asset Purchase Agreement and all agreements and documents contemplated thereby, and (a) to
6 sell to Buyer all of its right, title and interest in and to the Assets, as is, where is, free and clear of
7 any and all liens, claims, encumbrances, mortgages, security interests, demands, options, rights,
8 restrictions, charges, taxes, obligations, assessments, covenants, title defects, pledges,
9 encroachments, as well as any other interests or burden of any kind whether arising prior to or
10 subsequent to the commencement date of this bankruptcy case, and whether imposed by
11 agreement, understanding, law, equity or otherwise in such property (collectively, "Claims"), and
12 (b) to assume and assign to Buyer all of the Debtor's right, title and interest in and to the Assigned
13 Contracts pursuant to section 365 of the Bankruptcy Code.

14 5. The consideration to be paid by Buyer for the purchase of the Assets shall be (a) the
15 payment of [REDACTED] cash or by wire transfer of immediately available funds at the Closing,
16 which shall be deposited into a segregated trust account of Winthrop Couchot Professional
17 Corporation (the "Winthrop Account") plus (b) any and all amounts required to cure any allowed
18 prepetition defaults under the Assigned Contracts, which cure amounts shall be paid directly by
19 Buyer to the parties to the Assigned Contracts; the cure amounts and the terms and conditions of
20 payment of same must be acceptable to Buyer in its sole and absolute discretion (the "Purchase
21 Price"). Any deposit provided by Buyer to the Debtor under the terms and conditions of any letter
22 of intent or otherwise, shall be held in the Winthrop Account and credited against the Purchase
23 Price.

24 6. The sale of the Assets to Buyer does not include the assets described and identified
25 in the Asset Purchase Agreement as "Excluded Assets".

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¹ Unless otherwise defined herein, the definitions of the capitalized terms set forth herein are as set forth in the Asset Purchase Agreement.

1 7. Except for certain monetary defaults set forth in the Asset Purchase Agreement and
2 any defaults of a kind which are rendered unenforceable by sections 365(b)(2), 365(e)(1), and
3 365(f)(1) of the Bankruptcy Code, the Debtor is not in default under any of the Assigned
4 Contracts. The monetary defaults for the Assigned Contracts described and set forth in the Asset
5 Purchase Agreement shall be cured by Buyer at Closing or upon such terms as may be agreed to
6 between Buyer and the parties to the Assigned Contracts.

7 8. The Assigned Contracts, upon assignment to Buyer, shall be deemed to be valid,
8 binding, in full force and effect and enforceable in accordance with their terms, subject to the
9 provisions of the Asset Purchase Agreement, this Order and the payment of the monetary defaults
10 set forth in the Asset Purchase Agreement.

11 9. Any party to any of the Assigned Contracts who receives payment of the monetary
12 defaults due under its particular Assigned Contract described in the Asset Purchase Agreement, or
13 who reaches an agreement with Buyer with respect to the payment of same, is forever barred from
14 raising or asserting any claim against Buyer, any default or breach under, or any claim or
15 pecuniary loss arising under or related to the Assigned Contracts as of the date of this Order and
16 continuing through and including the date of the Closing.

17 10. Pursuant to sections 105 and 363 of Bankruptcy Code, the Debtor transfers good
18 and marketable title in and to all of the Assets to Buyer, and the Assets shall be sold, and upon the
19 Closing shall be, free and clear of all Claims, with all such Claims, including, without limitation,
20 the first priority secured claim of VennWorks, LLC (the "Vennworks Claim") and the alleged
21 claims of Hewlett Packard, and Knobbe Martens Olson & Bear, which claims shall attach to the
22 net proceeds of the sale of the Assets on deposit in the Winthrop Account with VennWorks
23 holding Claim in the order of their priority, with the same validity, force and effect which they
24 now have as against the Assets. Not later than two (2) business days after the Closing, the Debtor
25 shall deliver to VennWorks, LLC, a cashier's check or wire transfer in either case, pursuant to
26 VennWorks, LLC's written instruction, in the amount of [REDACTED] VennWorks has alleged
27 that the full outstanding balance due and owing on account of VennWorks Claim is in the amount
28 of \$ [REDACTED] (as of February 13, 2002) plus \$28.26 per diem from and after February 13, 2002

1 until the date of delivery of the cashier's check or wire transfer as the case may be. VennWorks,
2 LLC will accept [REDACTED] in full satisfaction of the VennWorks Claim so long as a cashier's check
3 or wire transfer is delivered on or before February 18, 2002. In the event that a cashier's check or
4 wire transfer is not delivered on or before February 18, 2002, then the Debtor shall pay
5 VennWorks [REDACTED] plus interest at a per diem amount of 528.26 from February 13, 2002
6 through the date of payment. VennWorks, LLC shall deliver a termination statement to the Debtor
7 or Buyer (as they direct) concurrently with full payment of the VennWorks Claim.

8 *JNB*
11. All persons holding Claims with respect to Assets shall be, and they hereby are,
9 forever barred from asserting such Claims against Buyer, and its successors and assigns, or the
10 Assets

11 12. At the Closing, the Debtor will deliver to the Buyer all documents required to be
12 delivered by it under the Asset Purchase Agreement, including, without limitation, (a) an executed
13 copy of an instrument of assignment and/or bill of sale, in form and substance acceptable to Buyer,
14 in the form attached hereto as Exhibit "2", assigning and/or transferring the Assets to Buyer, as is,
15 where is, free and clear of any and all Claims; and (b) evidence satisfactory to Buyer of the release
16 and termination of any and all Claims against or in the Assets.

17 13. The Debtor shall take such actions and expend such funds as may be necessary to
18 effectuate the terms of the Asset Purchase Agreement including, without limitation, with respect
19 to the assumption and assignment of the Assigned Contracts, this Order and all transactions related
20 thereto.

21 14. Buyer is hereby determined to be a "good faith" purchaser under section 363 (m) of
22 the Bankruptcy Code in connection with the purchase of the Assets and assumption and
23 assignment of the Assigned Contracts, and shall be entitled to the protections afforded to a "good
24 faith" purchaser under section 363 (m) of the Bankruptcy Code.

25 15. In the absence of any stay pending appeal, in the event that the parties to the Asset
26 Purchase Agreement consummate the transactions contemplated by the Asset Purchase Agreement
27 and this Order while an appeal from this Order is pending, such parties shall be entitled to rely on
28 the protections of section 363(m) of the Bankruptcy Code.

1 16. All persons and entities who are currently, or on the date of the Closing may be in
2 possession of some or all of the Assets, are hereby directed to surrender possession of the Assets to
3 Buyer on the date of the Closing.

4 17. From and after the date of this Order, the Debtor, its creditors, other parties in
5 interest and each of them shall not take or cause to be taken any action that would interfere with
6 the transfer of the Assets to Buyer in accordance with the terms of this Order and the Asse
7 Purchase Agreement.

8 18. This Order shall (a) be effective as a determination that upon the Closing, all
9 Claims against, in and to the Assets prior to the date of the Closing have been unconditionally
10 released, discharged, extinguished and terminated and that the conveyances described in this Order
11 and in the Asset Purchase Agreement have been effected; and (b) be binding upon and govern the
12 acts of all entities and persons, including, without limitation, all filing agents, filing officers, title
13 agents, title companies, administrative agencies, governmental units, federal, state, and local
14 officers and officials, and all other persons and entities who may be required by operation of law,
15 the duties of office or contract, to accept, file, register or otherwise record or release any
16 documents or instruments, or who may be required to report or insure any title or state of title in
17 or to any of the Assets.

18 19. The provisions of this Order shall be self-executing, and each and every federal,
19 state or local governmental unit shall be, and hereby is, directed to accept this Order as authorizing
20 the Debtor, Buyer and their agents to consummate the transactions authorized and approved by
21 this Order, including the sale of the Assets and the assumption and assignment of the Assigned
22 Contracts. No further approval, consent, license, record keeping, notice and the like of any such
23 federal, state or local governmental unit is required to effectuate, consummate and implement the
24 transactions authorized and approved by this Order, including the sale of the Assets and the
25 assumption and assignment of the Assigned Contracts.

Pursuant to Section 1146(c) of the Bankruptcy Code, the sale of the Assets is
exempt from any and all transfer taxes, recording taxes, stamp taxes, sales taxes and similar taxes
imposed upon such sale or transfer under any federal, state, or local law.

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1 21. Except as to VennWorks, LLC, if any person or entity that asserts and/or holds a
2 Claim or other interest in the Assets, including, without limitation, a person or entity who has filed
3 financing statements or other documents or agreements evidencing Claims in or against the Assets,
4 shall not have delivered to the Debtor (or to such persons as the Debtor shall have directed) prior
5 to the Closing, in proper form for filing and executed by appropriate persons, termination
6 statements, instruments of satisfaction, or releases of all Claims or other interests which the person
7 or entity has with respect to the Assets, the Debtor and Buyer shall be and hereby are authorized to
8 execute and file such statements, instruments, releases and other documents on behalf of the
9 person or entity with respect to the Assets.

10 22. On the terms and subject to the conditions set forth in the Asset Purchase
11 Agreement and this Order, at the Closing, Buyer shall assume from the Debtor and thereafter pay,
12 perform or discharge in accordance with their respective terms, only the Assumed Liabilities.
13 Pursuant to the Asset Purchase Agreement and this Order, Buyer does not, and shall not assume
14 and/or be liable for, accept, agree to perform, pay, discharge or indemnify the Debtor against or
15 otherwise have any responsibility for, any liabilities, obligations, claims, and commitments of or
16 against the Debtor, whether the same are known or unknown, existing, contingent upon future
17 events or circumstances, accrued, funded, unfunded, fixed, or otherwise. ~~Buyer shall not be~~
18 ~~considered a successor to the Debtor by reason of any theory of law or equity, and~~ Buyer shall
19 have no liability except as expressly provided in the Asset Purchase Agreement for any liability of
20 the Debtor, whether or not arising prior to or after the date of the Closing.

SPB

21 23. The failure of this Order to include specific reference to any particular provision of
22 the Asset Purchase Agreement shall not diminish or impair the effect of such provision, it being
23 the intent of the Court that the Asset Purchase Agreement shall be authorized and approved in its
24 entirety by this Order.

25 24. As allowed by Bankruptcy Rule 8005, and notwithstanding Bankruptcy Rule 7062,
26 this Order shall be effective and enforceable immediately upon its entry.

27-278101

1 25. Pursuant to section 365(k) of the Bankruptcy Code, the assignment of the Assigned
2 Contracts to Buyer will relieve Debtor and its bankruptcy estate from any liability for any breach
3 thereof occurring after such assignment.

4 26. This Order shall be binding upon and inure to the benefit of any successors and
5 assigns of the Debtor or Buyer, including without limitation, any trustee appointed for the Debtor
6 in this chapter 11 case or any converted chapter 7 or subsequent case.

7 27. Nothing in this Order is intended to approve or disapprove of any request for a
8 commission or broker's fee in connection with the sale of Assets.

9 28. Without in any manner limiting the scope of this Court's jurisdiction, this Court
10 shall retain sole and exclusive jurisdiction to resolve any and all matters or disputes arising under
11 or relating to the Assct Purchase Agreement, the sale of the Assets, the assumption and assignment
12 of the Assigned Contracts, this Order and the implementation of this Order.

14 Dated: FEB 13 2002, 2002

JAMES N. BARR

15 THE HONORABLE JAMES N. BARR
16 UNITED STATES BANKRUPTCY JUDGE

17 Submitted By:

18 WINTHROP COUCHOT
19 PROFESSIONAL CORPORATION

20 By: 
21 Richard H. Golubow
22 General Insolvency Counsel to
23 Debtor and Debtor-in-Possession

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ASSIGNMENT

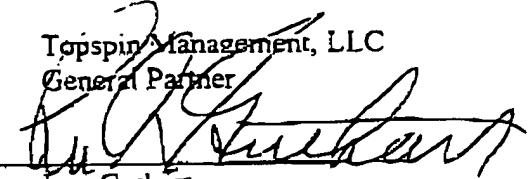
The undersigned hereby assigns all of its rights under that certain Asset Purchase Agreement, dated as of February 7, 2002, to Security First Corp.

Dated: February 22, 2002

TOPSPIN PARTNERS, L.P.

By: Topspin Management, LLC
General Partner

By: Leo Guthart
Its: Manager



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BILL OF SALE

This BILL OF SALE ("Bill of Sale") is made this 22nd day of February, 2002 by and between Ethentica, Inc. a Delaware corporation ("Seller"), and Security First Corp., a Delaware corporation ("Buyer").

RECITALS

A. Topspin Partners, L.P. ("Topspin") and Seller entered into that certain Asset Purchase Agreement, dated February 7, 2002 (the "Agreement"), which provides, on the terms and conditions set forth therein, for the sale by Seller and purchase by Topspin or its designee of substantially all assets of Seller as set forth in the Agreement.

B. Topspin has assigned its rights under the Agreement to Seller.

C. This Bill of Sale is being executed and delivered in order to effect the sale of the assets set forth herein as provided in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. Assignment. Seller hereby sells, grants, conveys, bargains, transfers, assigns and delivers to Buyer, and to Buyer's successors and assigns, all of Seller's right, title and interest, legal and equitable, throughout the world, in and to the following:

(a) all inventory of raw materials, work in process and finished goods of Seller, and all inventory of packaging and shipping supplies wherever located, as identified on Schedule 1.0 to the Agreement;

(b) all machinery, equipment, vehicles, furniture, fixtures, supplies, accessories, spare parts, tools and other items of tangible personal property, with all assignable warranty rights and operating manuals and keys relating thereto as identified on Schedule 2.0 to the Agreement;

(c) all computers, software, and related property associated with the operation of the Seller's business as identified on Schedule 3.0 to the Agreement;

(d) Seller's internet domain name and all other rights of any kind associated with Seller's on-line business, including, to the extent assignable, all rights with respect to internet service providers, third party linking sites and all rights of Seller to owned and/or licensed proprietary, customized and mass market computer software and all computer hardware appropriate for the continued operation of Seller's on-line business as identified on Schedule 4.0 to the Agreement;

(e) all of Seller's patents, patent applications and patent disclosures; all inventions (whether or not patentable and whether or not reduced to practice); all trademarks, service marks, trade dress, trade names and corporate names (including without limitation the name "Ethentica") and all the goodwill associated therewith; all registered and unregistered statutory and common law copyrights; all registrations, applications, renewals or common law rights for any of the foregoing; all trade secrets, confidential information, ideas, formulas (whether developed or under development), know-how, manufacturing and production processes and techniques, research information, specifications, designs, plans, improvements, proposals, technical and computer data, documentation and software, financial, business and marketing plans, customer and supplier lists and related information, marketing materials, employee training materials, and product ideas under development (including those related to future promotions and product launches); to the extent transferable, all license rights with respect to intellectual property of third parties; to the extent transferable, all of Seller's rights under all confidentiality agreements, non-disclosure agreements, invention assignment agreements and similar agreements executed between Seller and any employee, consultant or agent of Seller or any other third party with respect to any intellectual property right of Seller described in this Section, and all other intellectual property rights of Seller as identified on Schedule 5.0 to the Agreement;

(f) Seller's catalogs, price lists, mailing lists, subscription lists, customer and supplier lists and all other information as to sources rights of any kind associated with its merchandising business, including, without limitation, all databases containing such information, that pertain to or are necessary to operate the Seller's business and, to the extent assignable, all owned and/or licensed proprietary, customized and mass market computer software and all computer hardware;

(g) copies of books and records, correspondence, files and computer programs and data and databases relating to the Business reasonably required by the Buyer;

(h) all of the Seller's executory contracts that the Buyer seeks to assume and Seller shall seek to assume and assign to Buyer pursuant to Bankruptcy Code Section 365, as identified on Schedule 8.0 to the Agreement;

(i) All records and files pertaining to Seller's business, customers and suppliers, including, without limitation, all supplier, vendor, customer and agency lists, all sales data (including retail prices, product costing and product movement), correspondence with customers, customer files and account histories, and records of purchases from and correspondence with suppliers, but not including the corporate minute books of Seller; and

(j) Any and all other assets of Seller relating to its business which are not specifically identified at paragraphs above and which are not designated as Excluded Assets under the Agreement.

2. **Further Assurances.** Seller agrees that it will, at Buyer's request at any time and from time to time after the date hereof and without further consideration, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and assurances as may be considered by Buyer, its successors and assigns, to be necessary or proper to better effect the sale, conveyance, transfer, assignment, assurance, confirmation and delivery of ownership of the assets described herein to Buyer.

3. **Amendment or Termination: Successors and Assigns.** This Bill of Sale may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Bill of Sale shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

4. **No Third Parties.** Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Buyer and Seller, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the Buyer and Seller, their successors and assigns.

5. **Construction.** This Bill of Sale, being further documentation of the conveyances, transfers and assignments provided for in and by the Agreement, neither supersedes, amends, or modifies any of the terms or provisions of the Agreement nor does it expand upon or limit the rights, obligations or warranties of the parties under the Agreement. In the event of a conflict or ambiguity between the provisions of this Bill of Sale and the Agreement, the provisions of the Agreement will be controlling.

6. **Governing Law.** The rights and obligations of the parties under this Bill of Sale will be construed under and governed by internal laws of the State of California, determined without reference to conflicts of law principles.

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:
ETHENTICA, INC.

By: Mark S. Orlans
Name: Mark S. Orlans

BUYER:
SECURITY FIRST CORP.

By: _____
Name: _____

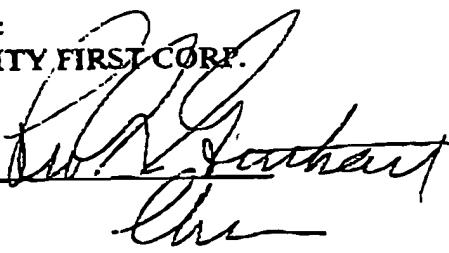
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IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:
ETHENTICA, INC.

By: _____
Name:

BUYER:
SECURITY FIRST CORP.

By: 
Name: 

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